

From: "Russell D. Taylor" <russt@liveearth.com>
To: <paulbaker@utah.gov>
Date: 3/28/2006 5:43:32 PM
Subject: The Rockland Mine

Please file
MO150090
and MO150040

Paul -

We have finalized our dispute out of court with TRC Corp regarding "The Rockland Mine". They have agreed to no longer use the name because we have a Federal trademark "The Rockland Mine". See attached settlement.

Effective April 30, 2006, TRC will not use or refer to the mark the ROCKLAND MINE and any term confusingly similar thereto (e.g., Rockland's Mine or the Mine of Rockland) as its trademark, or in any other manner which suggests or implies ownership, association, affiliation, sponsorship, or connection between this mark and TRC.

We discussed this subject some time ago when they were opening their new mine and advised the state that they should not be using this name in any way. The response at that time was the state was not be involved in this dispute and would allow the use of the name. The dispute is now resolved and they have relinquished all use of The Rockland Mine name on their mine site and are now legally required to do so. We have went to great financial lengths to preserve this name and how we use it. Maintaining state records with that name will suggests or imply ownership, association, affiliation, sponsorship, or connection between The Rockland Mine and TRC. Please ensure that all the state records regarding TRC leases comply with this settlement.

Thanks for your attention on this matter.

Regards,

russt~

Russell D. Taylor, MBA
Miracle Rock Mining & Research

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Emery UT 84522

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(435) 286-2222 at our expense, or by electronic mail to russt@spamcop.net , and delete this message and all copies and backups thereof.

Thank you.

FELLERS, SNIDER, BLANKENSHIP, BAILEY & TIPPENS, P.C.

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March 28, 2006

**SETTLEMENT NEGOTIATIONS -- THIS CORRESPONDENCE IN ITS ENTIRETY IS
WRITTEN IN AN EFFORT TO RESOLVE A DISPUTE AND AS SUCH CANNOT BE USED
FOR ANY PURPOSE UNLESS SPECIFICALLY ALLOWED BY F.R.E. 408**

Via E-mail and U.S. Mail

Robert S. Rapp, Esq.
MADSON & METCALF
Gateway Tower West
15 West South Temple, Suite 900
Salt Lake City, Utah 84101

Re: TRC Nutritional Labs, Inc.
Miracle Rock Mining and Research LC v. TRC Nutritional Labs, Inc.
United States District of Utah, Central District
Case No. 02-CV-00770-DAK

Dear Robert:

As we have discussed by telephone, this is in response to the settlement proposal of Miracle Rock Mining and Research LC and Live Earth Products Incorporated (collectively "Miracle Rock") to TRC Nutritional Labs, Inc., U.S. Naturals, Inc., Liquid Assets, Inc., Rockland International, Inc., The Rockland Corporation, and TRC Minerals, Inc. (collectively "TRC"). TRC respectfully declines Miracle Rock's proposal and makes the counterproposal as hereinafter set forth.

TRC asserts that continuously since at least 1989, TRC has used the mark ROCKLAND in interstate commerce to identify its goods and services to distinguish them from the goods and services of others. TRC has obtained a federal trademark registration for ROCKLAND within a specific category of goods or services (Reg. No. 2,319,127) and TRC asserts that this registration is incontestable. Miracle Rock asserts that it began using the mark THE ROCKLAND MINE at least as early as 1990 and now has a federal registration for this mark (Reg. No. 2,980,363). As detailed in our prior correspondence, TRC does not believe that Miracle Rock is entitled to use

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the ROCKLAND MINE mark, and TRC denies any and all liability to Miracle Rock in relation to the captioned dispute (the "Dispute") or otherwise. Additionally, TRC believes that it is entitled to assert claims for infringement of its registered trademark ROCKLAND by Miracle Rock and for cancellation of Miracle Rock's trademark registration. Miracle Rock likewise denies any and all of TRC's claims and any and all liability in relation to those claims. Nevertheless, TRC and Miracle Rock have agreed to a compromise and settlement of the Dispute. By entering into the following agreement (the "Agreement"), neither TRC nor Miracle Rock concede the validity of the other's position with regard to the Dispute or any allegations. This settlement is not to be considered an admission on the part of either TRC or Miracle Rock of any kind.

The purpose of this agreement is to require both Miracle Rock and TRC to cease and refrain from any conduct or statements that create confusion (1) between TRC's mine and the Rockland Mine, and (2) between products containing minerals derived or extracted from TRC's mine and products containing minerals derived or extracted from The Rockland Mine. This agreement should be understood and interpreted to achieve these purposes.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, TRC and Miracle Rock agree as follows:

1. Effective April 30, 2006, TRC (a) will not use or refer to the mark the ROCKLAND MINE and any term confusingly similar thereto (*e.g.*, Rockland's Mine or the Mine of Rockland)¹ as its trademark, or in any other manner which suggests or implies ownership, association, affiliation, sponsorship, or connection between this mark and TRC; (b) will not indicate, imply, state, or suggest that any product or a portion of a product sold or offered for sale by TRC originated, or was derived or extracted from the ROCKLAND MINE; (c) TRC will not state, suggest or imply in any way that TRC's mine is the same or a continuation of the Rockland Mine; or (d) will not use or refer to mineral leases #42844-A and 42844 (collectively, the "Lease") in the State of Utah in any manner which suggests or implies ownership, affiliation, sponsorship, or connection with TRC and will not indicate, imply, state, or suggest that any product or portion any product sold or offered for sale by TRC originated, or was derived or extracted from the Lease. TRC further agrees to delete from *The Root of All Disease* and from any other documents or information published or disseminated by TRC (including electronic documents or Internet sites) any photos of any land subject to the Lease (whether above or below ground), including, but not limited to, the photos attached hereto as Exhibits A and B or modified versions thereof.

¹ Miracle Rock acknowledges that the terms the TRC Mine and TRC's Mine are not confusingly similar thereto.

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2. Effective April 30, 2006, Miracle Rock will not use or refer to any photos or drawings of any land subject to TRC leases (whether above or below ground) or modified versions of these photos. Effective April 1, 2006, TRC will not use or refer to any photos or drawings of any land subject to the Lease (whether above or below ground) or modified versions of these photos.

3. To the extent that the parties refer to each other's registered trademarks (whether in a trademark or non-trademark sense), the parties shall include an attribution footnote (either written or verbal) reflecting the same. For example, if Miracle Rock refers to the term ROCKLAND separate and apart from the ROCKLAND MINE or THE ROCKLAND MINE, it shall include a notation that ROCKLAND is a registered trademark of TRC or if TRC utilizes the term the ROCKLAND MINE, it shall include a notation that the ROCKLAND MINE is a registered mark of Miracle Rock. The attribution footnote shall be presented in a manner so as to provide reasonable notice that identifies the true owner of the mark.

4. TRC agrees not to use or refer to, whether in writing or verbally, any analysis of minerals or products from the Lease in any way that suggests, implies, or states that the analysis is of, relates or pertains to any product sold or offered for sale by TRC.

5. TRC agrees not to seek to cancel, limit, or invalidate in any way Miracle Rock's federal trademark registration no. 2,980,363 (and Utah and Oklahoma state registrations). Miracle Rock agrees not to seek to cancel, limit, or invalidate in any way TRC's federal registration for ROCKLAND (Reg. No. 2,319,127).

6. Miracle Rock agrees that it will not use any mark containing the term ROCKLAND, besides the marks THE ROCKLAND MINE or the ROCKLAND MINE. Miracle Rock further agrees that it will not use THE ROCKLAND MINE or the ROCKLAND MINE as trademarks in connection with dietary or nutritional supplements or in any other manner which could cause a likelihood of confusion as to the source of TRC and Miracle Rock's respective products. TRC expressly agrees that Miracle Rock and any third party who has or will purchase product from Miracle Rock (directly or indirectly) may make any statement (a "Statement") on or regarding any dietary or nutritional supplement indicating that the pertinent product contains ingredients or minerals derived, originating, or extracted from the ROCKLAND MINE (if the Statement is factually accurate and is not misleading) using the foregoing or similar language:

(1) so long as the ROCKLAND MINE or THE ROCKLAND MINE is not setoff, highlighted, or emphasized relative to surrounding text; or

(2) so long as an attribution footnote is included indicating that the ROCKLAND MINE® is a registered trademark of Miracle Rock Mining and Research LC, when the

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ROCKLAND MINE or THE ROCKLAND MINE is highlighted or emphasized within the Statement.

7. TRC agrees that that it will not -- in any way or in any forum through litigation, administrative proceeding or otherwise -- seek to preclude or limit, or to seek damages for, Miracle Rock's use of the ROCKLAND MINE or THE ROCKLAND MINE marks, except with regard to any use prohibited by paragraph 6 above.

8. Miracle Rock agrees that that it will not -- in any way or in any forum through litigation, administrative proceeding or otherwise -- seek to preclude or limit, or to seek damages for, TRC's use of the ROCKLAND mark except with regard to any use of the ROCKLAND MINE or THE ROCKLAND MINE marks.

9. a. Upon execution of this Agreement, Miracle Rock shall dismiss the complaint (for Case Nos. 2:05CV00770 and 2:06CV00168 in the Utah Federal District Court) with prejudice and, hereby, for itself and its respective successors and assigns, releases and forever discharges TRC and its respective successors and assigns, as well as all of its present and former directors, officers, agents, representatives, employees, insurers, and attorneys from any and all rights, actions, causes of action, demands, claims, and suits and proceedings of any kind for all acts and omissions which occurred prior to the date of this Agreement, whether known or unknown, which relate to the matters asserted in connection with the Dispute.

b. Upon execution of this Agreement, TRC, for itself and its respective successors and assigns, releases and forever discharges Miracle Rock and its respective successors and assigns, as well as all of its present and former directors, officers, agents, representatives, employees, insurers, and attorneys from any and all rights, actions, causes of action, demands, claims, and suits and proceedings of any kind for all acts and omissions which occurred prior to the date of this Agreement which relate to alleged use by Miracle Rock of TRC's registered trademark ROCKLAND or any terms confusingly similar thereto.

10. TRC and Miracle Rock represent and warrant to each other that each has full power and authority to enter into this Agreement, and that the execution of this Agreement has been duly authorized by the governing bodies of each signatory.

11. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective legal representatives, successors, assigns, principals, managers, officers, agents, directors, shareholders, servants, related entities,² and employees and those persons in active concert or participation with them who receive actual notice of this agreement.

²The term "related entities" refers an entity in which any officer or director of TRC or Miracle Rock owns a controlling interest, directly or indirectly.

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12. All warranties, covenants, agreements, and releases contained herein shall survive the execution of this Agreement.

13. TRC and Miracle Rock shall bear their own costs and expenses related to the Dispute and this Agreement, including specifically any attorneys' fees expended.

14. In the event of a dispute arising from a breach or alleged breach of this Agreement, the parties agree to submit to binding arbitration in accordance with the Rules of the American Arbitration Association. Such arbitration shall be conducted in Salt Lake City, Utah. This Agreement shall be construed and interpreted in accordance with Oklahoma and applicable federal law. The prevailing party in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs for the arbitration, including, for example, costs and fees for any unsuccessful appeals thereof and any proceeding necessary to enforce the arbitration award.

15. This Agreement constitutes the entire agreement between TRC and Miracle Rock pertaining to the subject matter contained herein.

16. This Agreement shall not be modified or amended except by an instrument in writing, signed by each of the parties hereto.

17. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

18. This Agreement (or multiple copies thereof) may be executed utilizing reproductions of signatures of the respective parties. Each such copy of the Agreement shall be enforceable as if it contained all original signatures.

19. The observance of any term of this Agreement may be waived only by a writing signed by the Party to be bound. Waiver of any provision of this Agreement, or the failure by any Party to enforce any provision of the Agreement, will not be deemed a waiver of future enforcement of that or any other provision.

20. In the event of breach of any term of this Agreement, documents utilized to initiate an arbitration proceeding shall be provided to the following addresses:

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For TRC: 12320 East Skelly Dr., Tulsa, Oklahoma 74128.

For Miracle Rock: 400 S. 200 E., P.O. Box 76, Emery, Utah 84522.

MIRACLE ROCK MINING AND RESEARCH AND
LIVE EARTH PRODUCTS, INCORPORATED

TRC NUTRITIONAL LABS, INC., LIQUID ASSETS,
INC., U.S. NATURALS, INC., ROCKLAND
INTERNATIONAL, INC., THE ROCKLAND
CORPORATION, AND
TRC MINERALS, INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ELMER HEINRICH

PRESIDENT

Sincerely,

R. Alan Weeks
For the Firm

RAW:cmk
3/30/02

EXHIBIT A



EXHIBIT B

